

MARK SIEVERS
OF COUNSEL

SWIDLER
&
BERLIN
CHARTERED

ORIGINAL

DIRECT DIAL
(202) 424-7872

EX PARTE OR LATE FILED

DOCKETED ORIGINAL

December 20, 1996

VIA COURIER

William F. Caton, Secretary
Federal Communications Commission
1919 M Street
Washington, D.C. 20554

DEC 23 1996

Re: Notice of Ex Parte Contact by MFS Communications Company,
Inc., in CC Docket Nos. 96-165 and 96-185

Dear Mr. Caton:

In accordance with §§ 1.1206(a)(2) of the Commission's Rules, I am filing this letter as notice that myself and Robert McCausland, Director of Collocation at MFS spoke with Paul D'Ari on the telephone and discussed issues related to the above captioned dockets involving Bell Atlantic and Ameritech's collocation tariffs. The particular tariff pages we discussed are attached.

If you have any questions or need additional information, please call me at 424-7872.

Sincerely,



Mark Sievers

cc: Paul D'Ari

Robert McCausland
David Porter
ITS

No. of Copies rec'd 001
List ABCDE

THE BELL ATLANTIC
TELEPHONE COMPANIES

TARIFF F.C.C. NO. 1
5th Revised Page 955
Cancels 4th Revised Page 955

ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.7 Liability and Damages (Cont'd)

- (B) The Collocator shall indemnify, defend and hold harmless the Telephone Company from and against any and all losses, claims, demands, causes of action and costs, including attorneys' fees, whether suffered, made, instituted or asserted by the Collocator or by any other party or person for damages to property and injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, maintenance, repair, replacement, presence, use or removal of the Collocator-designated equipment or facilities or by their proximity to the equipment or facilities of all parties occupying space in the Telephone Company's central office(s), or by any act or omission of the Telephone Company, its employees, agents, former or striking employees, or contractors in connection therewith. The provisions of this Section 19.3.7 shall survive the termination, cancellation, modification or recession of this tariff arrangement for at least 3 years from the date of termination. (T)
- (C) The Collocator shall indemnify, defend and hold harmless the Telephone Company from any and all damages, cost and expenses imposed on the Telephone Company as a result of the Collocator's presence in the central office and/or acts by the Collocator, its employees, or its agents or contractors, including but not limited to damages, costs and expense of relocating Cable Support Structure arrangement resulting from loss of right-of-way or property owner consents and/or the costs and expense of defending these rights. (T)
- (D) In no event shall the Telephone Company or any of its directors, officers, employees or agents be liable for any loss of profit or revenue by the Collocator or for any loss of AC or DC power, HVAC interruptions, consequential, incidental, special, punitive or exemplary damages incurred or suffered by the Collocator, even if the Telephone Company has been advised of the possibility of such loss or damage. The Collocator shall indemnify, defend and hold harmless the Telephone Company, its directors, officers, employees, servants, agents, affiliates and parent from and against any and all claims, cost, expenses or liability arising out of installation and engineering of Collocation equipment. (T)

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201

THE BELL ATLANTIC
TELEPHONE COMPANIES

TARIFF P.C.C. NO. 1
4th Revised Page 955.1
Cancels 3rd Revised Page 955.1

ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.3 Regulations (Cont'd)

19.3.7 Liability and Damages (Cont'd)

- (E) The Collocator represents, warrants and covenants that the Collocator shall not cause or permit any other party to cause any environmental conditions in, at or affecting the Telephone Company's central office which violate any Federal, State or Local law, ordinance, rule or regulation. The Collocator shall indemnify, defend and hold harmless the Telephone Company from any and all liability, damage, claim or cost of any kind, including reasonable attorneys' fees resulting from or arising out of any breach of the foregoing sentence. The provisions of this paragraph shall survive the termination, cancellation, modification, or rescission and the termination of any Collocation arrangement with the Collocator for at least 3 years from the date of termination. (T)
- (F) If the Collocated equipment location as designated by the Telephone Company is partially damaged or rendered partially unusable by fire or other casualty not caused by the Collocator, the damages thereto but not the Collocator equipment contained therein shall be repaired by and at the expense of the Telephone Company. (T)
- (G) The Physical Collocator shall be responsible to ensure that all persons under its control work in compliance herewith, satisfactorily, and in harmony with all others working in the Telephone Company's central office and Cable Support Structure Space. (N)
- (H) (1) If the demised premises or any part thereof shall be damaged by fire or other casualty, the Physical Collocator shall give immediate notice thereof to the Telephone Company, and the regulations in this tariff shall continue in full force and effect except as hereinafter set forth.
- (2) If the Collocated Interconnection Space is partially damaged or rendered partially unusable by fire or other casualty not caused by the Physical Collocator, the damages thereto shall be repaired by and at the expense of the Telephone Company.
- The Occupancy Fee, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the Collocated Interconnection Space and/or associated Cable Support Structure Spaces which is usable.
- (3) If the Collocated Interconnection Space or Cable Support Structure Space or Cable Space is totally damaged or rendered unusable by fire or other casualty not caused by the Physical Collocator, then the Occupancy Fees shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Space shall have been repaired and restored by the Telephone Company, subject to the Telephone Company's right to elect not to restore the same, as hereinafter provided. (N)

(This page filed under Transmittal No. 883)

Issued: June 4, 1996

Effective: July 19, 1996

Vice President
1310 North Court House Road, Arlington, Virginia 22201

INDIANA BELL
TELEPHONE COMPANY, INC.

Ameritech
Catalog

PART 23

SECTION 4

PART 23 - Interconnection Service for Local
Exchange Telecommunications Carriers
SECTION 4 - Collocation Services

Original Sheet No. 4

1. AMERITECH PHYSICAL COLLOCATION SERVICE (APCS) (cont'd)

(N)

C. TERMS AND CONDITIONS (cont'd)

2. Collocation Equipment

Carriers may locate equipment necessary for interconnection to the Company's network for the purposes of transmitting and routing of telephone exchange service, exchange access service, and/or to gain access to the Company's unbundled network elements. This equipment includes but is not limited to:

- Optical Line Terminating Multiplexers (OLTMs)
- Central Office Multiplexers
- Digital Cross-Connect Panels (DSX panels)
- Optical Cross-Connect Panels (OCX panels)
- Digital Loop Carrier
- Data Over Voice (DOV) equipment

Carriers may not locate equipment to provide enhanced services, switching equipment or equipment to be used for hubbing within the Company's premises.

3. Maximum Floor Space Requests

The maximum floor space condition specified in Ameritech Operating Companies Tariff F.C.C. No. 2, Section 16.1.2(A)(3)(a) as referenced through IURC NO. 20, Part 21, does not apply to APCS.

(N)

PART 23 - Interconnection Service for Local
Exchange Telecommunications Carriers
SECTION 4 - Collocation Services

Original Sheet No. 6

1. AMERITECH PHYSICAL COLLOCATION SERVICE (APCS) (cont'd)

(N)

C. TERMS AND CONDITIONS (cont'd)

6. Space Reservation

A Carrier may reserve additional central office floor space in a Company Central Office premises in which it has, or is ordering APCS for permitted telecommunications equipment. Space for physical collocation may be reserved on the following basis:

- a) A Carrier may reserve additional space in a company premises in which it has, or is ordering APCS for permitted telecommunications equipment.
- b) The Carrier must pay the Reservation Charge (a nonrecurring charge) to place a reservation as set forth below.
- c) A Carrier can reserve no more than the amount of physical collocation space it currently utilizes (or has ordered) for telecommunications purposes in the particular Company Central Office premises.
- d) The priority of the reservation is established on a first-come, first-served basis determined by the time the Company receives the Carrier's reservation.
- e) The reservation will be maintained until the Carrier either:
 - terminates its APCS service
 - cancels its order for additional Central Office Floor Space
 - relinquishes its reservation by opting to not enforce its reservation.
- f) When an order for physical collocation is received and all the unoccupied space is covered by reservations, all reservations will be prioritized. The carrier with the lowest priority reservation for which unoccupied space remains available after subtracting the space covered by reservations of higher priority reservations (the option party), will be given the option of enforcing their reservation by paying the Central Office Floor Space monthly recurring rate or relinquishing their reservation. The option party's reservation will be maintained as described in e) above.

(N)

PART 23 - Interconnection Service for Local
Exchange Telecommunications Carriers
SECTION 4 - Collocation Services

Original Sheet No. 7

1. AMERITECH PHYSICAL COLLOCATION SERVICE (APCS) (cont'd)

(N)

C. TERMS AND CONDITIONS (cont'd)

6. Space Reservation (cont'd)

- g) If the Carrier with the lowest priority enforces its reservation, then the carrier(s) with next higher priority reservation, for which unoccupied space remains available after subtracting the space covered by reservations of the remaining higher priority reservations, will be given the option of enforcing or relinquishing its reservation. As long as all Carriers with reservations for the available unoccupied floor space continue to enforce their reservations by paying the Central Office Floor Space rate, no space will be available for new orders for APCS.
- h) A Carrier that relinquishes its reservation by declining to enforce its reservation, may place a new reservation, but the reservation receives a new priority based on the time of reservation.
- i) The holder of a valid reservation may place an order for APCS for the floor space reserved at any time. If there is sufficient unoccupied space available to accommodate the Carrier's APCS order after subtracting the space reserved by higher priority reservations, the order will be processed. If sufficient space to accommodate the order is not available after subtracting the space reserved by higher priority reservations, the order will be treated the same as a new order under e) above.

(N)

PART 23 - Interconnection Service for Local
Exchange Telecommunications Carriers
SECTION 4 - Collocation Services

Original Sheet No. 8

1. AMERITECH PHYSICAL COLLOCATION SERVICE (APCS) (cont'd)

(N)

C. TERMS AND CONDITIONS (cont'd)

6. Space Reservation (cont'd)

- j) Ameritech Indiana may reserve APCS Central Office Floor Space under the following conditions:
- The Company's space reservation priority will be determined in the same manner as the space reservation priority for Carriers.
 - The Company may reserve at least the amount of space reasonably necessary for the provision of a communications-related service, including interconnection and the provision of unbundled network elements.
 - The Company's reserved space must reasonably be anticipated to be used in 3 years, except for space reserved for switch conversion (including tandem switches and STPs) and growth and for augmentation and conversion of mechanical and electrical support systems and building infrastructure.
 - The Company's total space reservation cannot exceed the Central Office Floor Space currently used by the Company.
 - The Company will impute the Reservation Charge to the appropriate Company operations department for which the space is reserved.
 - The Company may enforce its reservation in the same manner in which collocating Carrier enforces its reservation. The Company will impute the Central Office Floor Space rate to the Company operations department for which the space is reserved.

(N)